### DOC # 2001-0792341

OCT 31, 2001 12:15 PM

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
GREGORY J. SMITH, COUNTY RECORDER
FEES: 24.00

Recording Requested By: Rancho Bernardo Swim and Tennis Club Bernardo Greens Unit No. 23

When Recorded Return To: RB Swim and Tennis Club 16955 Bernardo Oaks Dr. San Diego, California 92128

For Recorder's Use

#### AMENDMENT TO DECLARATION OF RESTRICTIONS Bernardo Greens Unit No. 23, San Diego, California

THIS AMENDMENT is made on this 30th day of September 2001, by Rancho Bernardo Swim and Tennis Club, a nonprofit mutual benefit corporation, hereinafter referred to as "Club," representing the owners of the real property described below, with reference to the following:

#### RECITALS

A. The Club is vested with the responsibility for the architectural control of that certain real property in the City of San Diego, State of California, described as follows:

#### LEGAL DESCRIPTION

Lots 2479 through 2521, inclusive, the subdivision known as Bernardo Greens Unit No. 23, according to map 7083 filed in the Office of the County Recorder of San Diego County, October 18, 1971:

hereinafter referred to as "Property."

- B. The individual owners of the Property are members of the Club.
- C. The Property is subject to the covenants and restrictions contained in the following:
  - The Declaration of Restrictions recorded on October 28, 1971 at File/Page No. 249872, of Official Records of the County Recorder of San Diego County;
  - The Amendment to Declaration of Restrictions recorded on June 17, 1983 at File/Page No. 83-205263 of Official Records of the County Recorder of San Diego County; and

and any other amendments which are now of record with the County Recorder of San Diego County, all hereinafter referred to together as "Declaration," unless the context clearly indicates otherwise.

- D. The Declaration, in Paragraph 33, provides that it may be amended with the signed approval of seventy-five percent (75%) or more of the lots subject to the Declaration, Paragraph 33 also provides that any amendment shall become effective upon recordation in the Office of the County Recorder of San Diego County.
- E. The undersigned, by signature below, certify that the affirmative vote of at least a majority of the owners of lots subject to the Declaration has been obtained.

#### DECLARATION

NOW THEREFORE, the Declaration is hereby amended as follows:

1. Delete entire paragraph 11 and insert in lieu thereof the following:

#### Paragraph 11, LOT AND IMPROVEMENTS MAINTENANCE

Each individual lot owner will keep, maintain, water, plant and replant all slope banks located on such owner's lot so as to prevent erosion and to present an attractive appearance. Such owner shall also maintain his lot and all improvements thereon in an attractive and neat manner and in good condition and repair, including exterior surfaces and roofing of the dwelling and all landscaping thereon. Such owner shall also keep all walls and fences in good repair. No rubbish or debris of any kind shall be placed or permitted by an owner to accumulate upon or adjacent to any lot so as to render such property or portion thereof unsightly offensive or detrimental to health or safety of any individual. Owner shall also keep his lot free from infested or diseased plants and trees and termite infested wood structures of any kind. The Architectural Committee shall review alleged violations and undertake corrective action consistent with this as well as all provisions of the Declaration of Restrictions recorded October 28, 1971 and all amendments thereto.

2. Delete entire paragraph 24 and insert in lieu thereof the following:

Paragraph 24, Extension of Conditions and Restrictions. The conditions and Restrictions of this Declaration shall continue until January 2, 2012. Thereafter, it shall be automatically extended for successive periods of ten (10) years, unless the owners of seventy-five percent (75%) of all lots subject to these Conditions and Restrictions execute and record an instrument terminating those Conditions and Restrictions.

3. Delete entire paragraph and insert in lieu thereof the following:

Paragraph 31, failure to comply with Order of the Architectural Committee. In the event of the failure of any individual lot owner to comply with a written directive or order from the Architectural Committee, said Committee shall have the following powers:

- a) Impose reasonable monetary fines as recommended by the Architectural Committee and approved by the Board of Directors of the Rancho Bernardo Swim & Tennis Club.
- b) Perform the subject matter of such directive on order and charge the cost of such performance to the owner of the lot in question.

Any owner of a lot on lots subject to the prescribed Conditions and Restrictions disagreeing with any decision on directive of the Architectural Committee shall have automatic right of appeal to the Board of Directors of the Club; provided that such appeal is filed with the said Board within fifteen (15) days following such decision on directive of the said Committee. Any amounts owing to the Club may be recovered by the Club as allowed by Section 1367 of the California Civil Code, on any successor statue or law, with regard to the collection of assessments.

Enforcement of Compliance with Restrictions contained herein may be by a proceeding at law or in equity against any person or persons violating or attempting to violate said Restrictions, either to restrain violation to recover damages.

IN WITNESS WHEREOF, this document is executed on the day and year herein above written by the undersigned President and Secretary of the Club.

RANCHO BERNARDO SWIM AND TENNIS CLUB, a California nonprofit mutual benefit corporation

By: Jane &

Jane Morgan, President

Gertrude Aufderheide Secretary

#### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT State of California On 10-31-01 , before me, Many Unn Cathrudo personally appeared Jane Mongan personally known to me proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or MARY ANN MYERS Commission # 1231019 the entity upon behalf of which the person(s) Notary Public - California acted, executed the instrument. San Diego County My Comm. Expires Aug 1, 2003 WITNESS my hand and official seal. Place Notary Seal Above OPTIONAL Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document. **Description of Attached Document** Title or Type of Document: Document Date: \_\_\_\_ \_\_ Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_ Capacity(ies) Claimed by Signer Signer's Name: ☐ Individual Top of thumb here ☐ Corporate Officer — Title(s): \_\_\_\_\_ ☐ Partner — ☐ Limited ☐ General ☐ Attorney in Fact ☐ Trustee ☐ Guardian or Conservator ☐ Other: Signer Is Representing:

Recording Requested By

When Recorded Return To:

In R. Van Sockee 1276 Bernando Center Drive 1983 JUN 17 PM 3: 57

VERA LILITA COUNTY RECURSIA

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AMENDMENT TO DECLARATION OF RESTRICTIONS This Amendment to Declaration of Restrictions is made with reference to the following:

RECITALS

A. A Declaration of Restrictions (the "Declaration") was filed for record on October 28, 1971, at File/Page No. 249872, Official Records of San Diego

B. The undersigned wish by means of this instrument to amend the Declaration pursuant to procedure prescribed in the Declaration.

C. The Declaration encumbers:

Lots 2479 to 2521, inclusive of Bernardo Greens Unit No. 23 in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 7083, filed in the Office of the Recorder of San Diego County, California.

NOW, THEREFORE, the Declaration is amended as follows: Paragraph 2 of the Declaration is hereby deleted and the following

paragraph 2 is substituted therefor: 2. ARCHITECTURAL CONTROL

2.1. The Board of Directors of RANCHO BERNARDO SWIM & TENNIS CLUB, a California nonprofit corporation, (the "Club") may appoint an architectural committee of at least three but no more than five persons. Each architectural committee member shall serve until his removal by the Board of Directors of the Club. Any person who is a regular member of the Club may be appointed an architectural committee member. Upon appointment or replacement of an architectural committee member, a notice thereof shall be filed in the Official Records of San Diego County, California. Any architectural committee member may resign at any time by recording a copy to the Board of Directors. The members of the architectural committee shall receive no compensation for services rendered, but committee members may be reimbursed for their

actual out-of-pocket expenditures incurred in performing their duties. The architectural committee shall provide guidelines for the submission of plans and specifications which may be amended by the architectural committee from time to time. Failure to comply with the requirements for the architectural approval shall be deemed sufficient basis for the architectural committee to disapprove the submission.

2.3. Neither the architectural committee, nor any member thereof, nor their duly authorized representatives shall be liable to any owner for any loss, damage, or injury arising out of or in any way connected with the performance of the architectural committee's duties hereunder, unless due to the willful misconduct or bad faith of the architectural committee. The architectural committee shall review and approve or disapprove all plans submitted to it solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and the project generally. The architectural committee shall take into consideration the mesthetic aspects of the architectural designs, placement of buildings, topography, landscaping, color schemes, exterior finishes and materials and similar features.

2.4. The approval by the architectural committee of any proposals or plans and specifications or drawings for any work done or proposed or in connection with any other mutter requiring the approval and consent of the architectural committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans or specifications, drawings or matter whatsoever subsequently or additionally submitted for approval or consent.

AMENDMENT TO DECLARATION OF RESTRICTIONS, CONT. PAGE 2 OF 2.

- 2.5. Any enforcement action set forth in the Declaration may be brought by the owner of a lot, the Architectural Committee, or by the Rancho Bernardo Swim and Tennis Club. Any violation of the architectural committee's order or directive may be remedied by the Club, the architectural committee or any owner of a lot through litigation seeking an order to mandate removal and/or prohibit construction of nonconforming improvements.
- 2.6. Any legal action authorized by the Declaration may also be brought by the Rancho Bernardo Swim and Tennis Club; the Club shall also have the right to notice any claim of breach pursuant to the Declaration.
- 2. The following paragraphs are added to the Declaration:

#### X. ASSESSMENTS - THE CLUB

- X.1. In addition to any other assessment rights the Club may have, the Club shall have the right to assess owners of the Club's architectural control activities and enforcement activities with respect to enforcement of this Declaration of Restrictions. Assessments for all such purposes are referred to herein as "Architectural Assessments." The Architectural Assessments may include amounts to establish and maintain reserves to be used for architectural control of this Declaration of Restrictions.
- X.2. Each owner agrees to pay all Architectural Assessments within thirty (30) days after imposition of the same by the Club. The Club shall have the right to impose Architectural Assessments on yearly or such other basis as the Club deems appropriate and notice shall be given to each owner as to the due dates of the Architectural Assessments.
- X.3. Any Architectural Assessment not paid within thirty (30) days of its due date shall be deemed delinquent and the Club shall be entitled to its actual costs and reasonable attorneys' fees incurred with respect to collection of any delinquent Architectural Assessment.
- X.4. Each Architectural Assessment, together with costs and reasonable attorneys' fees shall be the personal obligation of the person who was the lot owner as of the date of the assessment. The personal obligation for delinquent assessment shall not pass to successors in title unless expressly assumed by them.
- Y.1. This Amendment shall be and become effective upon filing for recordation of this Amendment with the County Recorder of Snn Diego. California, signed by the majority of the owners as set forth in the Declaration.
  - Y.2. This Amendment may be executed in counter part.

Sr. 23

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#### DECLARATION OF RESTRICTIONS

This Declaration of Building Restrictions and Architectural Control, made this 21st day of October, 1971, by Avco Community Developers, Inc. a corporation.

WHEREAS Avco Community Developers, Irc., a corporation herein referred to as "Declarant" is the owner of that certain property situated in the City of San Diego, County of San Diego, State of California, described as follows:

Lots 2479 to 2521, inclusive, the subdivision known as Bernardo Greens Unit No. 23, according to Map 7083 filed in the Office of the County Recorder of San Diego County October 18, 1971

#### WIINESSETH:

The said Declarant hereby certifies and declares that it has established and does hereby establish the following general plan for the protection and benefit of all of said real property and has fixed and does hereby fix the following protective conditions and restrictions upon and subject to which each and all of the lots in said real property shall be hereafter held, used, occupied, leased, sold and/or conveyed. Each and all of which said conditions and restrictions shall inure to the benefit of, be binding upon and pass with said real property and each and every lot and/or parcel thereof and shall insure to the lenefit of, apply to and bind the respective successors in title or interest of Declarant.

- 1. RESIDENTIAL PURPOSES ONLY. Said lots shall be used for residential purposes only and that no building or buildings shall be erected, constructed, altered or maintained on any of the said lots other than detached single-family dwellings, together with customary outbuildings, as permitted from time to time by City Zoning Ordinances.
- 2. ARCHITECTURAL COMMITTEE. There shall be an Architectural Committee consisting of three (3) persons to be appointed by Declarant. Each of said persons so appointed shall be subject to removal at the direction of Declarant at any time and from time to time, and all vacancies on said Committee shall be filled by appointment of Declarant. In the event of failure of Declarant to appoint such Committee or to fill any vacancies therein, then in such event the owners of a majority in number of the lots in said real property shall have the right by written document to appoint the members of said Committee to fill any vacancies therein. After four years have expired from the date hercof, brafter 00% of the lots in Bernando Greens Fasts have been sole, which ever event shall first occur, the owners of a majority in number of lots in said real property shall have the right by written document to appoint the members of said Architectural Committee, to remove any member of said Architectural Committee at July time and from time to time and to fill any vacancies therein.
- 3. NEW BUILDING ONLY. No building of any kind shall be moved from any other place onto any of said lots, or from one lot to another lot, without the prior written permission of the Architectural Committee.

- 4. HEIGHT LIMIT OF DWELLINGS. No dwelling without the written approval of the Architectural Committee shall be more than 24 feet in height above the referenced grade as noted in the master grading plan as filed in the office of the Architectural Committee. Dwellings on lots 2500 through 2518, inclusive, shall not be more than 17 feet in height above said referenced grades.
- 5. MINIMUM FLOOR AREA OF DWELLINGS. The floor square foot area, exclusive of porches, exterior stairways and garages, of any building shall not be less than 1200 square feet on the ground floor of a one-story building.
- 6. BALCONIES AND DECKS. No balcony or deck shall be higher above the ground than the second-floor level except on written approval of the Architectural Committee.
- 7. PLANS AND SPECIFICATIONS, ETC. No building or other structure or improvement shall be commenced upon any of said lots until the location and the complete plans and specifications, including the color scheme of each building, fence and/or wall to be erected upon the lot, have been approved in writing by the Architectural Committee, and no building shall be located on any lot nearer than the setback line as shown on the recorded plat. Provided, however, that in the event the Committee fails to approve or disapprove such location, plans and specifications within sixty (60) days after the submission thereof to it, then such approval will not be required, provided any building so to be erected conforms to all other conditions and restrictions herein contained and is in harmony with similar structures erected within Bernardo Greens Unit No. 23.
- 8. NO SECOND-HAND MATERIALS, PAINTING REQUIRED. No second-hand material shall be used in the construction of any building or other structure without the prior written approval of the Architectural Committee, and all buildings and fences which are of frame construction shall be painted or stained with at least two coats upon completion. Exception to this may be given by the Architectural Committee by written approval.
- 9: DILIGENCE IN CONSTRUCTION REQUIRED. The work of constructing and erecting any building or other structure shall be prosecuted diligently from the commencement thereof, and the same shall be completed within 180 calendar days in accordance with the requirements herein contained. No outbuilding shall be completed prior to the completion of the dwelling, except that temporary quarters may be erected for workmen engaged in building a dwelling on the premises, but such temporary quarters must be removed as soon as the dwelling is completed.
- 10. PLANTING. No later than six (6) months after the completion of any building there shall be expended by each individual owner on each individual lot for ornamental plants, trees, shrubs, lawns and flowers, exclusive of slope-bank planting and lot, exclusive of any cost of grading, walks, driveways and construction features exterior of said building. Size, type and location of materials to be used shall be submitted Committee prior to any construction.

- 11. LOT MAINTENANCE. Each individual of owner will keep, maintain, water, plant and replant all slope banks located on such owner's lot so as to prevent erosion and to present an attractive appearance, and will keep all drainage systems on slope banks free of debris and in good repair. The Architectural Committee shall be the sole judge in determining compliance with the provisions of this paragraph and each individual lot owner will promptly perform or conform to all directives of this paragraph.
- 12. HEIGHT OF TREES, HEDGES AND OTHER PLANT MATERIALS. Upon request of the Architectural Committee, all trees, hedges and other plant material shall be trimmed by the owner of the lot upon which the same are located so that the same shall not exceed the height of the house on the premises, so that said trees, hedges and other plant materials do not obstruct the view from any other of said lots, and before planting any trees, hedges, and other plant materials, the proposed location of such items shall be approved in writing by the Architectural Committee. No trees, hedges and other plant materials shall be so located or allowed to reach a size or height that will interfere with the view of the surrounding properties.
- 13. FENCING. All lots abutting on the golf course shall be allowed, with Architectural Committee approval in writing, the right to erect a chain-link fence on the rear lot line, said fence to be four feet (4') in height unless a swimming pool is placed in rear yard, and then the fence shall be five feet (5') in height. No solid-face fencing will be allowed on the side lot lines closer than fifteen (15') from the rear lot line. The owners of said lots will maintain and keep in good condition and repair all of said fence located on their respective lot lines. No fence, rail or hedge over 36 inches in height shall be placed in front of the setback line on a lot as shown on the recorded map of said Bernardo Greens Unit No. 23, and in no event shall any fence, wall (except a retaining wall), rail or hedge be over 72 inches in height elsewhere on the lot except with the prior written consent of the Architectural Committee.
- terior design or color of any structure unless such alterations, including any addition, shall have first been approved in writing by the Architectural Committee. Materials to be used must harmonize, complement and be of similar materials used in the constructions of existing dwellings. Where higher fences or hedges are allowed, review by the Architectural Committee in relation to normal enjoyment of view by other lot owners shall be required.
- 15. NO TELEVISION ANTENNA. There shall be no outside television or radio antenna constructed, installed or maintained in said real property.
- 16. MAILBOXES. The installation of mailboxes detached from the residence structures shall be subject to prior Architectural Committee approval.
- 17. DRYING YARDS. Drying yards shall be screened from exterior view by a fence, hedge or shrubbery.
- 18. NO TENTS, SHACKS, ETC. No tent, shack, trailer, basement, garage or outbuilding shall at any time be used on any lot as a residence either temporarily or permanently, nor shall any residence of a temporary character be constructed, placed or erected on any lot. No truck, campor,

trailer, boat of any kind, or other single-or multi-purpose, engine-powered vehicle, other than a standard automobile or an approved golf cart, be parked on any lot except temporarily and solely for the purpose of loading or unloading.

- 19. NO SIGNS. No sign other than one sign as permitted by City ordinance advertising a lot for sale shall be erected, posted, pasted, painted or displayed upon any of said lots or upon any building or other structure thereon without the prior written permission of the Architectural Committee.
- 20. NO WELLS, ETC. No well for the production of, or from which there is produced, water, oil or gas shall be operated upon any lot, nor shall any machinery, appliance or structure be placed, operated or maintained thereon for use in connection with any trading, manufacturing or repairing business.
- 21. NO FARM ANIMALS, ETC. No turkeys, geese, chickens, ducks, pigeons or fowls of any kind, or goats, rabbits, hares, horses, or animals usually termed "farm animals" shall be kept or allowed to be kept on any of said lots.
- /22. NO RAISING OF DOGS AND CATS, ETC. No commercial dog-raising or cat-raising or any kind of commercial business shall be conducted on any of said lots, and no part of any lot shall be used for the purpose of vending liquors or beverages of any kind, and nothing shall be done upon any lot which may become an annoyance or nuisance to the neighborhood.
- 23. SLOPE AND DRAINAGE EASEMENTS. Each of the owners of a lot in said subdivision will permit free access by owners of adjacent or adjoining lots to slopes or drainageways located on his property which affect said adjacent or adjoining lots when such access is essential for the maintenance of permanent stabilization on said slopes, or maintenance of the drainage facilities for the protection and use of property other than the lot on which the slope or drainageway is located.

Each owner of a lot in said subdivision will not in any way interfere with the established drainage pattern over his lot from adjoining or other lots in said subdivision or that he will make adequate provisions for proper drainage in the event it is necessary to change the established drainage over his lot. For the purpose hereof, "established" drainage is defined as the drainage which occurred at the time the overall grading of said subdivision was completed by Declarant.

24. EXTENSION OF CONDITIONS AND RESTRICTIONS. Each and all of the foregoing conditions and restrictions shall terminate January 2, 2002 unless the owners of a majority of said lots have executed and recorded at any time within six months prior to January 2, 2002 in the manner required for a conveyance of real property, a writing in which they agree that conditions and restrictions shall continue for a further specified period and providing therein a similar provision for the further extension of said restrictions and conditions, and said majority may in said agreement provide that said conditions and restrictions, or some of them, shall no longer apply to certain lots; provided, also that the above and foregoing conditions and restrictions may be modified at the time and in the same manner hereinabove provided for the extensions of said conditions and restrictions.

25. NOTICE OF CLAIM OF BREACH. The Declarant or the Architectural Committee may at any time that it or the Architectural Committee deems a breach of these conditions and restrictions has occurred, execute, acknowledge and record in the Recorder's office of San Diego County a Notice of Claim of Breach setting forth the facts of such breach, describing the lot or lots upon which such breach occurred and setting forth the name of the owner or owners thereof. Such notices, upon being recorded, shall be notice to all persons of such breach, provided an action has been commenced within sixty (60) days after the recording of such notice to establish such breach, and if no such action has been commenced within such sixty (60) days after the recording of such notice to establish such breach and if no such action has been commenced within such sixty (60) day period, then and in that event such notices shall be of no force and effect whatsoever and the breach set forth in said notice shall be presumed to have been remedied.

PROVIDED that a breach of any of the foregoing conditions and restrictions shall not affect, impair, defeat or render invalid the lien, charge or encumbrance of any mortgage or trust deed made for value which may then exist upon said land, which said mortgage or trust deed shall be and is hereby declared to be prior and superior to the rights in favor of any person or persons under and by virtue of these conditions and restrictions, provided, however, that in the event of a foreclosure of any such trust deed or mortgage, or if the owner of the note secured by such trust deed or mortgage acquires title to said land in any manner whatsoever in satisfaction of his indebtedness, then any purchaser at the foreclosure or trustee's sale, or any said note owner acquiring title as aforesaid, agrees that said property so acquired by them shall immediately upon said acquisition become subject to each and all of the conditions and restrictions and rights herein contained but free from the effects of any breach occurring prior thereto.

26 NO SUBDIVISION OF LOTS. No residential lot or lots shall be resubdivided into building sites having a frontage of less than shown on the original recorded map filed for record.

MEMBERSHIP IN RANCHO BERNARDO SWIM AND TENNIS CLUB. Each owner and/or owners of a residential unit in the property above described shall be a regular member of Rancho Bernardo Swim and Tennis Club, a California corporation not for profit, which said membership shall be appurtenant to such residential unit, and the transfer of title to such residential unit shall automatically transfer the regular membership appurtenant to such residential unit to the transferce or transferees, and on allocable part of the purchase price paid to Declarant for such residential unit shall be for the cost of construction of said Rancho Bernardo Swim and Tennis Club improvements. Each such owner and/or owners are obligated to promptly, fully and faithfully comply with and conform to the By-laws of Rancho Bernardo Swim and Tennis Club and the rules and regulations from time to time prescribed thereunder by the Board of Directors of said corporation or its officers and to promptly pay in full all dues, fees, or assessments levied by said corporation on its members whether such dues, fees, or assessments where levied prior or subsequent to the date of acquisition of title, except that the purchaser of any such residential unit at a Trustee's Sale on Foreclosure or a lender who acquires title by deed in lieu of foreclosure shall not be liable for any dues, fees or assessments levied prior to such sale or acquisition of title.

- 28. PROTECTION FOR MORTGAGES AND TITLE-INSURANCE COMPANIES. The owners of any encumbrance made for value on any said lot or lots and any corporation insuring the lien of such encumbrance may conclusively presume that no breach exists under these conditions and restrictions, provided such encumbrance is recorded in the Office of the County Recorder of San Diego County prior to the commencement of any action to establish any such breach and not within sixty (60) days after the recording of any Notice of Claim of Breach, anything containing herein to the contrary notwithstanding.
- 29. INVALIDITY OF ANY PROVISION. In the event any condition or restrictions herein contained be invalid, or held invalid or void by any court of competent jurisdiction, such invalidity or nullity shall in no way affect any other condition or restriction herein contained.
- 30. NO WAIVER. A waiver of a breadh of any of the foregoing conditions and restrictions shall not be construed as a waiver of any succeeding breach or violation or of any other condition or restrictions.
- 31. ENFORCEMENT. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
- 32. LEGAL ACTION IN THE EVENT OF BREACH. As to the Declarant and the owner or owners of any of said lot or lots, including any bona fide purchaser under contract, the foregoing conditions and restrictions shall operate as covenants running with the land, and a breach of any of them or a continuance of any such breach may be enjoined, abated or remedied by appropriate proceedings by Declarant or the owner or owners of any lot or lots in Bernardo Greens Unit No. 22, their successors or assigns or by Architectural Committee.
- 33. AMENDMENTS. These restrictions may be amended at any time and from time to time by an instrument in writing signed by the Declarant of seventy-five per cent (75%) or more of said lots, which said written instrument shall become effective upon the recording of the same in the Recorder's office of the County of San Diego, California.
- 34 CONSTRUCTION CLEAN-UP AND CONFORMITY OF CONSTRUCTION WITH PLANS. When plans and specifications for the construction of improvements are submitted to the Architectural Committee pursurant to these restrictions, said submission shall, at the request of the Architectural Committee, be accompanied by a deposit of \$200.00 to guaranty that the construction site during the course of construction will be maintained reasonably free of debris at the end of each working day and that the construction will be completed and the lot drainage swales and structures correctly drain surplus water to the street or other approved outlets, all as shown on the Plans and Specifications submitted to the Architectural Committee In the event of a violation of this restriction, the for approval. Architectural Committee may give written notice thereof to the builder and the owner of the lot in question that if such violation is not cured or work commenced to cure the same within forty-eight (48) hours after the mailing of said notice, the Architectural Committee may correct or cause to be corrected said violation and use said deposit, or as much thereof as may be necessary, to cover the cost of such correction work. In the event that the cost of curing said violation shall exceed the amount of said deposit, said excess cost shall be paid by the owner of the lot in question to the Architectural Committee. Said deposit or any part thereof remaining in the hands of the Architectural Committee at the completion of the construction work shall be returned by the Architectural Committee to the person who made the deposit.

IN WITNESS WHEREOF, said Avco Community Developers, Inc., a corporation, as Declarant, has signed this instrument the day and year first hereinabove written.

> AVCD COMMUNITY DEVELOPERS, INC., a comporation

STATE OF CALIFORNIA

ss. COUNTY OF SAN DIEGO

EASTER 25, 1971, before me, the undersigned,

Notary Public in and for said County and State, personally appeared to the Composition that executed the within instrument and known to me to be the person who executed the within instrument on behalf of the corporation therein named and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal.

Notaky Public in and for said County and State

> OFFICIAL SEAL JOANN S. FURSE NOTARY FUBLIC - CALIFORNIA PRINCIPAL OFFICE IN SAN DIEGO COUNTY

My Commission Expires July 20, 1974

The foregoing instrument is a full, true and correct copy of the original recorded on Set 19 74 File/Page 249872 Soiler 1971 of Official Records, San Diago County. Title Insurance and Trust Company

WE REREBY CERTIFY THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN THE LAND EMBRACED MITHIN THE SUBSTITISION TO BE XMMM AS BERNAPDO GREENS UNIT NO. 23, AND WE MEARBY CONSERT TO THE PREPARATION AND PECONDATION OF THIS MAP CONSISTING OF 4 SHEETS AND DESCRIBED IN THE EARLIGN THEREOF.

WE HERERY DEDICATE TO PUBLIC USE SEMBILLO DRIVE, SENCILLO CAME, AM SEMBLLO COURT ALL AS SHOWN ON THIS MAP WITHIN THIS BUBDIVISION.

WE HEREBY GRANT TO THE CITY OF SAN DIEGO, A MUNICIPAL CORPORATION. ANY AND ALL ABUTTERS' RICKIS OF ACCESS IN AND TO SENCILLO LANE. ADJACENT AND CONTIGUOUS TO LOTS 2497, 2500, 2501, 2502, 2501, AND 2504. AND IN AND TO SENCILLO COURT, ADJACENT AND CONTIQUOUS TO LOTS " 2494, 2495, AND 2496, ALL AS SHOWN ON THIS MAP WITKIN THIS SURDIVE. STOR: TOGETHER WITH THE EASEMENTS WITH THE RECHT OF THERESS AND EGRESS FOR THE GOMSTRUCTECH AND MAINTENANCE OF SENER AND DRAIMAGE FACILITIES: ALL AS SHOWN ON THIS MAP WITHEN THIS SUBDIVISION: RE-SERVERG, HOWEVER, TO THE OWNER OF THE FEE UNDERLIENG ANY EASEMENTS HEREIN GRANTED THE CONTINUED USE OF THE SURFACE OF SAED REAL PROP-ERTY: AND SUBJECT TO THE FOLLOWING CONDITIONS: THE ERECTING OF AUTLOTINGS, MASONRY WALLS, MASONRY FEWCES AND OTHER STRUCTURES: OR THE PLANTING OR GROWING OF TREES OR SHRUBS: OR CHANGING THE SUR-FACE GRADE: OR THE INSTALLATION OF PRIVATELY-CHIED PIPE LINES SHALL BE PROHISTED UMLESS HATTEN PERHISSION IS FIRST OSTAINED FROM THE CITY OF SAN DIEGO.

SHALL BE PROHIBITED UNLESS JARTTER PERMISSION IS FIRST OBTAINED PROM THE CITY OF SAN DIEGO.

AVCD COMMITTY DEVELOPERS, INC., A CALIFORNIA CUPTORATION

BY: "JULI JAM"

TITLE: VICE PROD.

WITTED CALIFORNIA BARK, A CALIFORNIA CONFORMITON AS TRUSTEE

BY: "JAM"

TITLE: MARGINE BARK, A CALIFORNIA CONFORMITON AS TRUSTEE

BY: "JAMES AND COMMITTED TO THE CONFORMITON COMMITTED TO THE COM

ON THIS JAH CAY OF SECTION OF A 19 // BEFORE RE, THE UNDERSTANDED, A NOTARY PUBLIC IN AND FOR SATO COUNTY AND STATE, FRESONALLY APPEARED AD. G. NOTARY PUBLIC HOLD AND AND ACCORDANT TO HE TO BE VICE DASIGNATED AND J. M. JULE ENOUGH TO HE TO BE OSSIONALLY SECURIOR, OF ANCO COMMUNITY DEVELOPERS, INC., A CALIFORNIA CORPORATION, THE COMPORATION THAT EFECUTED THE WITHIN INSTRUMENT AND ANOM TO HE TO BE THE PERSONS HOW EXECUTED THE SAME ON BEHALF OF SATO CORPORATION AND ACKNOMEDICAL TO HE THAT SAID CORPORATION EXECUTED THE SAME PURSUANT TO ITS BYLANS OR A RESOLUTION OF ITS MOAD OF DIRECTORS.

IN VITNESS MMEREOF, I HAVE MEREORTO SET MY MUND AND AFFIXED MY MOTARIAL SEAL, THE DAY AND YEAR IN THIS CERTIFICATE FIRST ANCYE MAITTEN.

MITANT FURLIC IN AND FOR SAID COUNTY

COMMISSION EXPINES July AND STATE

1974

STATE OF CALIFORNIA)

COUNTY OF LOS AMCELES)

ON THIS BATE 12 TH DAY OF SECTEMBER. 19-21 BEFORE ME. THE UNDERSIGNED, A HOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED HARD CO. S. BALER, WHAM TO BE TO BE TALET OFFICER AND A. H. TALECT WHAT TO BE DOWN TO ME TO BE TALEST VICE PARSIGNATION WHITE CALIFORNIA BANK, A CALIFORNIA CORPORATION, THE CORPORATION THAT EXECUTED THE WITHIN INSTRUMENT AS THE TRUSTEE AND EXOMM TO ME TO BE THE FERSONS HAD EXECUTED THE SAME ON DEPARTION AND ACKNOWN TO ME TO ME THAT SAID COMPONATION EXCLUSIVE THE SAME AS TRUSTEE, PURSUANT TO ITS BYLANS ON A RESOLUTION OF ITS BOURD OF DIRECTORS.

IN WITHESS WHEREOF, I HAVE HEREUNTO SET HY HAVO AND AFFIXED HY
HOTARIAL SEAL, THE DAY AND YEAR DE DHIS CERTIFICATE FIRST ANDVE
MITTER.

LOCALUM COMMENTS.

NY COMMISSION EXPINES ACCOUNTY AND COMMISSION EXPINES ACCOUNTY

#### BERNARDO GREE

SCING A SUBDIFFISION OF A PORTION OF MANCHO SAN BER STATE OF CALIFORNIA, ACCOMPTING TO THE NAP THEREOF DIEGO COUNTY, IN BOOK 2, PAGE 462 OF PATENTS

COUNTY OF SAN DIEGO) SS.
ON THIS 13-KDAY OF SEPTICE BEA. 10 TO BEFORE ME, THE
UMDERSIGNED. A MOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED LOCATION OF THE WHOM TO ME TO BE VICE MISSIGHT AND TIM TIME RAIDEN TO ME TO BE CASSE, SECRETARY OF PANCHE BERNAPOD COUNTRY
PERSONALLY APPEARED W.C. John KOKHM TO
HE TO BE VICE MESIDENT AND J. M. Files
CLUB, A CALIFORNIA CORPORATION, THE CORPORATION THAT EXECUTED THE
WITHIN THE TRUMENT AND KNOWN TO HE TO BE THE PERSONS WHO EXECUTED
THE SAME ON BEHALF OF SAID CORPORATION AND ACKNOWLEDGED TO ME THAT
SATO COMPONATION EXECUTED THE SAME PORSUANT TO LTS BYLANS OR A
RESOLUTION OF 115 BOARD OF DIRECTORS.
IN WITHERS MIEREOF, I HAVE HEREUNTO SET BY HAND AND AFFEXED MY
HOTAMIAL SEAL, THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOYE
WAITHEN. Dans J. Furse
HOTARY PUBLIC IN AND FOR SAID COUNTY
MY COMMISSION EXPIRES Suly 20 STATE 19 74
CRDER NO. 925625
The state of the s
TITLE INSTRUCE AND TRUST COMPANY, A CORPORATION, HEREBY CERTIFIES
THAT ACCORDING TO THE DEFICEAL RECORDS OF THE COUNTY RECORDER'S
OFFICE OF SAN DIESO COUNTY, CALIFORNIA ON THE ZET DAY OF Sept.
, 19-TI AT 8:00 X.M., AYED COMPUNITY DEVELOPERS, INC.,
MHO ACQUIRED TITLE AS MANCHO BERNARDO, ENC., A CALEFORNIA CORPORA-
TIOM, AND RANCHO BERNARDO COUNTRY CLUB, A CORPORATION, AS OWHERS,
AND UNITED CALIFORNIA BANK, A CORPORATION, AS TRUSTEE UNDER THOSE
CERTAIN DEEDS OF TRUST RECOPDED APRIL 12, 1966 AS FILE/PAGE NO.
60644, SERIES 7, BOOK 1966 OF OFFICIAL RECORDS AND HAY 7, 1949 AS
FILE/PAGE NO. 19543, SERIES 10. BOOK 1969 OF OFFICIAL RECORDS IN
THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, CALIFORNIA.
WERE ALL THE OWNERS AND THE ONLY PARTIES INTERESTED IN AND MINOSE
CONSENT WAS NECESSARY TO PASS A CLEAR TITLE TO THE LAND EMBRACED
WITHIN THE SUBDIVISION TO BE KNOWN AS BERNARDO GREENS UNIT NO. 23
AS SHOWN ON THES HAP CONSISTING OF 4 SHEETS, AND PARTICULARLY DE-
SCRIPED IN THE CAPTION THEREOF. IN WITNESS WHEREOF SAID TITLE INSURANCE AND TRUST COMPANY, A CORPO-
RATION HAS CAUSED THIS INSTRUMENT TO BE EXECUTED UNDER ITS CORPO-
RATE NAME AND SEAL BY ITS PROPER OFFICERS THEREUNTO DULY AUTHOR-
IZED THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.
TITLE INSURANCE AND TRUST COMPANY
ASSISTANT VICE PRESIDENT ASSISTANT SECRETARY  1. LEO M. BANGON, A MEGISTERED CIVIL THE MEM OF THE STATE OF
CALIFORNIA, MERENY CENTIFY THAT THE SURVEY OF THIS SURDIVISION WAS
MADE BY HE OR UNICER HT DIRECTION RETREEN MAY 15. 1971 AND JUNE 30.
1971, AND THAT THE SURVEY IS THUE AND CONFLETE AS SHOWN. WITHIN
THERTY (30) DAYS AFTER THE INSTALLATION OF THE PEQUINED IMPROYE-
MENTS AND THE A ACCEPTANCE BY THE CITY ENGINEER, I WILL SET HOMU-
MENTS AS FOLLOWS WHICH SHALL DOCUPT THE POSITIONS SHOWN ON THIS MAP
AND BE SUFFECTION TO BRANCE THE SURVEY TO BE RETRACED: ALONG THE
SUBDIVISION BOUNDAY AT COPNERS. ANGLE POINTS AND POINTS OF CURYE
E THEN DIAMETER MINES: AT INTERIOR LOT CORRESS THREE-QUARTER THEN
DENNETER PIPES AT LOT CORRERS AND ALL POINTS OF CURYE ALONG DEDI-
CATED STREETS DISCS SET RADIAL OR AT RIGHT ANGLES TO THE STREET PROPERTY LINE IN THE STDEWLK AT AN OFFSET OF 9.76 FEET WHERE THE
STOCHALK IS CONTINUOUS TO THE CURS AND AT AN OFFSET OF 1.75 FEET
WHERE THE STOCKER IS NOT CONTINGUOUS TO THE CUMB, EXCEPT THAT
MICHE SIDE LOT LINES ARE NOT RADIAL ON AT RIGHT ANGLES TO THE STREET PROPERTY LINE SUCH OFFSET POINTS WILL NOT BE SET BUT INSTEAD
THREE-FOURTHS (M/4) INCH DIAMETER PIPES WILL BE SET AT THE TRUE LOT
DY Day De Brelland MYED A. 22 1921

#### NS UNIT NO.

ADD, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO,

1. M R PEARCE . CITY ENGINEER OF THE CITY OF SAN DIEGO. CALIFORNIA, HEREBY CERTIFY THAT I HAVE EXAMENED THE AMERED WAP OF THIS SUBDIVISION TO BE KNOWN AS BERNARDO GREENS UNIT NO. 23. CON-SISTING OF 4 SHEETS AND DESCRIBED IN THE CAPTION THEREOF, AND HAVE FOUND THAT THE DESIGN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF: THAT ALL OF THE PROVISIONS OF THE SUBDIVISION WAP ACT OF 1943 OF THE STATE CALIFORNIA, AS AMENDED, AND OF ANY LOCAL DADIMANCE OF SAID CITY APPLICABLE AT THE TIME OF THE APPROVAL OF THE TENTATIVE HAP HAVE SEEN COMPLIED WITH, AND I AM SATESFEED THAT SAID HAP IS TECHNICALLY

CORRECT. I HEREBY APPROV	E AND RECOMEND SAID MAP.
M.R. PEARCE	WASS'T. C. ?. Salishon.
CITY ENGINEER	DATED: 3 cpt. 29, 1971
APPROVED THIS 6 DAY O	October 1971, ATTER
ETWINKTION OF MA 140 CEN	
JOH V. HITT	115 redoral Closeral
CITY ATTORNEY	SCHUTY
APPROVED AND RECOMMENDED T	OF MAP OF THE PLANTING DIRECTOR.
19 11. KITER EXMINATION	or the st the resident praction.
JAMES L. GOFF	ATTEST
11 pt 5. 56	for Mary Dr. Berdeff
C PLANNING DIRECTOR	SECRETARY

NE, G. J. FEELEY, CITY TREASURER AND J. P. FOMLER, STREET SUPER-INTENDENT, BOTH OF THE CITY OF SAN DIEGO, CALIFORNIA, HEREBY CERTIFY THAT THERE ARE NO UNFAID BONDS ISSUED UNDER THE STREET IMPROVEMENT ACTS OF THE STATE OF CALLFORNIA, AGAINST THE TRACT OR SUBDIVISION, OR ANY PART THEREOF AS SHOWN ON THE AMMERED MAP CONSISTING OF 4 SHEETS AND DESCRIBED IN THE CAPTION THEREOF.

e. J. FEELEY	11: Day D. Shelton
CITY TREASURER	DEPUTY DATED 9-21-71
J. P. FOILER	11 Say He Sand Co
STREET SUPERINTENDENT	DEPUTY DATED 9/28/7/

#### MAP NU. I TO SO W

#### SHEET 1 OF 4 SHEETS

1, EDWARD MIELSEN, CITY CLEPK OF THE CITY OF SAM DIEGO, CALIFORNIA. HEREBY CERTIFY THAT. BY RESOLUTION NO. 201932, THE CHANCEL OF SAID CITY HAS APPROVED THIS HAD OF BERNARDO GREEKS UNIT NO. 23 CON-SISTING OF 4 SHEETS AND DESCRIBED IN THE CAPTION THEREOF: AND WAS ACCEPTED ON BEHALF OF THE PUBLIC SENGILLO DAIVE, SENCILLO LANE, AND SENCILLO COURT, ALL AS SHOWN ON THIS MAP WITHIN THIS SUBDIVISION: AND HAS ACCEPTED ON BEHALF OF THE CITY OF SAN DIEGO. A MUNICIPAL CORPORATION. ANY AND ALL ABUTTERS' RIGHTS OF ACCESS IN AND TO SEN-CILLO LAME, ADJACENT AND CONTIGUOUS TO LOTS 2499, 2500, 2501, 2507, 2503. AND 2504, AND IN AND TO SENCELLY COURT, ADJACENT AND CONTEGUOUS TO LOTS 2494, 2495, AND 2496, ALL AS SHOWN ON THIS MAP WITHIN THIS SUBSTRICTION, TOGETHER WITH THE EASENERS WITH THE RIGHT OF INCRESS AND EGRESS FOR THE CONSTRUCTION AND MAINTENANCE OF SEVER AND DRAIN-AGE FACILITIES: ALL AS SHOWN ON THIS WAP VITHIN THIS SUBDIVISION; RESERVING, HOWEVER, TO THE CHITCE OF THE FEE UNDERLYING ANY EASEMENTS HEREIN ACCEPTED THE CONTINUED USE OF THE SUTFACE OF SAID REAL PROP-ERTY AND SUBJECT TO THE FOLLOWING COMOTTONS: THE ERECTING OF BUILDINGS, MASONRY WALLS, MASONRY MENCES AND OTHER STRUCTURES: OR THE PLANTING OR GROWING OF THEES OR SHRUBS; OR CHANGING THE SUR-FACE GRADE: OR THE INSTALLATION OF PRIVATELY-DIMED PIPE LINES SHALL BE PROMIBITED UNLESS WRITTEN PERMISSION IS FIRST DETAINED FROM THE CITY OF SAN DIEGO. IN WITHESS WEREOF, SAID COUNCIL HAS CAUSED THESE PRESENTS TO BE

EXECUTED BY THE CITY CLERK AND ATTESTED BY ITS SEAL THIS A DAY OF

october . 19 7/. Belens Sundaust ETHIER MESUND ... CITY CLERK DETUTY

WE, COUNTY TREASURER, COUNTY EMSTKEER, AND COUNTY DIRECTOR OF DEPARTMENT OF SANITATION AND FLOOD CONTROL OF THE COUNTY OF SAN DIEGO, CALIFORNIA, HEREBY CERTIFY THAT THERE ARE NO UNPAID SPECIAL ASSESSMENTS OR BONDS WHICH MAY BE PAID IN FULL SHOWN BY THE BOOKS OF OUR OFFICES AGAINST THE TRACT OR SUPPLIVESTON. OR ANY PART THEREOF, SHOWN ON THE ANNEXED MAY AND DESCRIBED IN THE CAPTION THEREOF.

	-+> .7
D. J. DICKSON	W. Alfremseller
COUNTY TREASURER	DEPUTY -) DAJES 9'2-3!
H. H. TAYLOR	er: Kin tropel
COUNTY EMGINEER	DEPUTY DAVED 7-23-7/
C. J. HOUSON, DIRECTOR OF	er: W.V. Rock
DEPARTMENT OF SANITATION	DEPUTY DATED 9/23/7/
AND FLOOD CONTROL '	
	1 10

I. PORTER D. CROWNS, CLERK OF THE BEARD OF SUPERVISORS, OF THE COUNTY OF SAN DIEBO, CALIFORNIA, HERENT CERTIFY THAT THE PROVISIONS OF CHAPTER 2. PART 2. DIVISION 4. OF THE MISSINGS AND PROFESSIONS CODE OF THE STATE OF CALIFORNIA, AS AMENOED, HAVE BEEN COMPLIED WITH REGARDING DEPOSITS FOR TAXES ON THE PROPERTY WITHIN THIS SECTIVISION.

PORTER D. CREWAS CLERK OF THE BOARD OF SUPERVISORS

I. MARLEY F. BLOOM, COUNTY RECORDER OF THE COUNTY OF SAN DIEGO. CALIFORNIA. HEREBY APPROVE THE NAME MERMANDO GREENS UNIT HO 23 FOR THE SUBDIVISION SHOWN ON THE ANNEXED MAR CONSISTENC OF & SHEETS AND DESCRIBED IN THE CAPTION THEREOF.

HATLEY F. BLOOM	W: Eda	ra L. West
COUNTY RECORDER	1 1	DATED LEST 22 1971
FILE NO. 240121		

I, HARLEY F. BLOOM, COUNTY RECORDER OF THE COUNTY OF SAX BIEGO, CALIFORNIA, HEREBY CERTIFY THAT I HAVE ACCEPTED FOR RECORDATION THIS HAP FILED AT THE REQUEST OF LED H. BAPBOUR THIS / B DAY OF OCTOBER

	To st a man st	4
FEES: \$11.00	11. Sellouses	or a all the sa
WINLEY F. BLOOM	11: 1 Koust	eau
COUNTY RECORDER	DEPUTT	

480

TACE CARDE! OR THE INSTALLATION OF PRIVATELY-OWNED PIPE LIMIT THE PLANTING ON CHOOSING OF THEES ON SHIRES: ON CHANGING THE SUB-EXIT: AND SUBJECT TO THE FOLLOWING COMPLETIONS: THE EMECTING OF WE HERETO DEDICATE TO PUBLIC USE SEMITICO DRIVE. SEMITICO LAME, AND SEMITICO COURT ALL AS SHOWN DW THIS MAP WITHIN THIS THROUVESTON. ANCO COMPRETED PENELPRENS, INC., A CALIFORNIA CONTONATION FROM THE CITY OF SEN DIEGO. SHALL BE PROHIBITED UMITSS JAITTEN FERNISSION IS FIRST DETAINED NUTLOTHES, MASONAY WALLS, PASONAY FENCES AND OTHER STRUCTURES: OR HERE IN GOUNTED THE CONTINUED USE OF THE SURFACE OF SAID REAL PACE. SERVING, HOMENER, TO THE CHANES OF THE FIR LINCKINGLING ANT EASEMENTS ADJACENT AND CONTIGUOUS TO LOTS 2492, 2500, 2501, 2502, 2503, AND ME HEALTH COUNT TO THE CITY OF SIX SIECO, A MUSICIPAL COSTONATION. PACELITIES: ALL AS SHOWN ON THIS HAP WITHIN THIS SUBOLVISION: AE-EGRESS FOR THE ECHSTRUCTION AND NATHTENANCE OF SEVER AND DRAINAGE SION: TOGETHER WITH THE ENSEMINTS WITH THE RECHT OF INGRESS AND 2494, 2495, AMD 2496, ALL AS SHOWN BY THIS KAP KITHIN THIS SUBBINI-2504, AND IN AND TO SENCILLO COURT, ADJACENT AND CONTIDUOUS TO LOIS ANY AND ALL MOTTERS. NITHERS OF ACCESS IN AND TO SENCIFFO LIME.

Mill the state of 3 STATE OF CALIFORNIA) MILLS CHITCHEN MAN THE WAY TO SELECT TOWN OF THE SELECT ——"赤龙光

COUNTY OF SAN DIEGO] SS. NE TO BE VICE PLASSING THE CONTRACT THE CONTRACT THAT CHECKETS, INC., A CHITESHIA CONTRACTOR, THE CONTRACTOR THAT MADERSTAND, A MOTARY MADEL IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED -42.6. 7/264ON THIS LAND OF SEALES DES. 1974 REFORE ME. THE BYLANS OR A RESOLUTION OF ITS MOAND OF DIRECTORS. WHO EXECUTED THE SAME ON REPORTE OF SAID CONFORMION AND ACKNOWN. EDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME PLANSURANT TO JITS EXECUTED THE WITHEN INSTRUMENT AND KNOWN TO HE TO BE THE PERSONS OL MAURI

IN WITHESS MAKERON, I HAVE HEREDING SET MY HAND AND AFFIJED MY MOTANIAL SERU. THE DAY AND YEAR IN THIS CERTIFICATE FIRST ANDRE Dan O. Garal

INSE PT WHENT PUBLIC IN JUD FOR SAID COUNTY

TO BE TAKET OFFICER HIS A. H. Thoused book to be to be Asst. Light President or their cultioned but, a cultioned observation, the correlation but their to be ON THIS MET 1.7 TH DAY OF SETENDENA DEAL . 1931 SEPORE ME. THE CODERSTANDS, A HOLIARY PUBLIC IN MOD FOR SALD COUNTY AND STATE, COUNTY OF LOS AMEELES) 55. IN NETWESS WHENCOY, I WAYE HENEUNTO SET AT HAVO AND AFFERED MY STATE OF CALIFORNIA) MOTIONIAL SIGH. THE DAY AND TOWN JA, JIVIS CENTIFIJAJE FIRST WHOTE PURSONAT TO 175 STUMES ON A RESOLUTION OF 175 BOMP OF DIRECTORS. NHO EXECUTED THE SAME ON BEING F OF SAID CORPORATION AND ACKNOW. WITHIR INSTRUMENT AS THE TRUSTEE AND ROOM TO ME TO BE THE PEPSONS PERSONALLY APPLANCE HAROLD S. BRUEL DRIM TO ME MY COMMISSION COMMIS EDGED TO HE THAT SAID COMPONATION EXICUTED THE SHIE AS TRUSTEE,

ME COMISSION EXPINES Mesan Che stage Land . 11 73 HOTARY PUPCIC IN MO FOR SAID COUNTY

# BERNARDO SEE

SHEET 1 OF 4 SHEETS

HU.

I, ECHAND MIELSEN, CITY CLEPK OF THE CITY OF SHA DIESD, EALIFORNIA

REIFO A SHOPPEISM OF A FRATION OF DANCHO SAN RESMAND, IN THE CITY OF SAN DIEGO, COUNT OF SAN DIEGO, STANE OF CALLFORNIA, ECCORDINA TO RIE MAY THENDOF FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, IN MODY 2, PAGE 465 OF MATERIES

COUNTY OF SAN DIEGO) STATE OF CALIFORNIA)

ON THIS LEAD ON OF SEAL BEAL , 19 IL BETORE ME, THE BESOLUTION OF ITS BOMED OF STREETORS. SALD COMPRIATION EXECUTED THE SAME PORSURAT TO ITS BYLANS OR A THE SAME ON DEHALF OF SAID CORPORATION AND ACKNOWLEDGED TO ME THAT MITHIH INSTRUMENT AND KNOWN TO HE TO BE THE PERSONS WHO EXECUTED

HOTAMIAL SEAL, THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE SH WITHESS WIEDERF. I RIKYE HEREUNTO SET MY HAND AND AFFEKTO MY HOLLE IN AND FOR SAID COUNTY

HY CONVESSION EXPINES Bul Signe ... 11 74

DIFFICE OF SAM DIEGO COUNTY, CALIFORNIA ON THE ZAT DAY OF SER PET.

1971. AT 8:0073.M., AND COMMUNITY ECHELORERS, INC., AS SHOWN ON THIS HAP CONSISTING OF A SHEETS, AND PARTICULARLY DE-WITHIN THE SUBDIVISION TO BE INCOME AS BENNANDO GREENS UNIT NO. 23 HERE ALL THE OWNERS AND THE ONLY PARTIES INTERESTED IN AND WHOSE THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, CALIFORNIA FILE/PAGE NO. 79543, SERIES 10, BOOK 1969 OF OFFICIAL RECORDS IN 60644. SERIES 7. BOOK 1966 OF DEFICIAL RECORDS AND HAY 7. 1969 AS CERTAIN DEEDS OF TRUST RECOPDED APRIL 12, 1966 AS FILE/FAGE NO. AND UNITED CALIFORNIA SANK, A CONPONATION, AS TRUSTEE UNDER THOSE TION, AND EASTER BERNADO COUNTRY CLUB, A COMPORATION, AS QUIERS, MIO ACQUIRED TITLE AS RANCHO BERNARDO, THE., A CALIFORNIA CORPORA-THELE THEODOXICE AND THUST COMMANT. A CONFORMATION, MEREBY CENTIFIES CONSENT WAS NECESSARY TO PASS A CLEAR TITLE TO THE LAND DIBRACED

LIED THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN. SCRIBED IN THE CAPTION THEREOF. RATE NAME AND SEAL BY ITS PROPER OFFICERS THEXEINTO OULY AUTHOR-BATTON IN S CAUSED THE S INSTRUMENT TO BE EXECUTED UNDER ITS CORPO-

1. LEO N. DECEM, A RESISTING CHIL ORGER OF THE STATE OF 11: Oto 71 Backaus MID: aug 27, 1971 THREE-FOURTHS (1/4) INCH DIPARTER PIPES WILL BE SET AT THE TREE LOT CATED STREETS - DISCS SET MADIAL ON AT RIGHT AMERS TO THE STREET DIMETER PIPES: AT LET CORRERS AND ALL POINTS OF CURPE ALMED DEDI-I INCH DIAMETER PIPES: AT INTERIOR LOT COMERS THREE-QUARTER INCH DEFINITION IN HEMEN CENTER THAT THE SURVEY OF THIS SUBDIVISION WAS STREET PROPERTY LINE SUCH OFFSET POINTS WILL NOT HE SET NOT SKITEN WHERE SIDE LOT LINES AND NOT RADIAL ON AT RIGHT AWALES TO THE WIESE THE STOEWIJK IS NOT CONTINGUOUS TO THE CUMB, EXCEPT THÂT SIDEMALK IS CONTIGUOUS TO THE DUM AND AT AN OPPSET OF 1.75 FEET PROPERTY LINE IN THE SEDEWLK AT AN OFFSET OF 9.75 FEET WEEK THE SUBDIVISION DURIGHT AT COMMENS, ANGLE POINTS AND POINTS OF CURRE AND SE SUFFICIENT TO ENABLE THE SUPPLY TO BE PETROCED: ALONG THE MERTS AS TOLLORS WITCH SWALL OCCUPY THE POSITIONS SHOWN ON THIS MAD MENTS AND THEIR ACCEPTANCE BY THE CITY ENGINEER, I VILL SET NOW. THENTY (30) DATS AFTER THE INSTALLATION OF THE REQUIRED IMPROVE-1971, AND THAT THE SHEYET IS THUS AND COMPLETE AS SHOW. MITHIN MUSE BY ME ON UNDOOR MY DEPARCETION RETAKER MAY 15, 1971 AND JUNE 30. TITLE THEMSHIPS AND TRUST COMPANY

> BEEN COMPLETE WITH, AND I AM SATISFIED THAT SHID HAP IS TECHNICALLY PAPELLONALE AT THE TIME OF THE APPROVAL OF THE TENTATIVE HAP HAVE OF THE PROVISIONS OF THE SUBDIVISION WAS ACT OF 1943 OF THE STATE THE TENTATIVE MAY AND ANY APPROVED PLEENATIONS THEREOF, THAT ALL FOUND THAT THE DESIGN IS SUBSTANTIALLY THE SING AS IT APPEARED ON SISTING OF A SHEETS AND DESCRIPTED IN THE CAPTION THEREOF, AND HAVE THIS SUBDIFFICE TO BE KNOWN AS BERNARDO GALLES UNIT NO. 23. COM-CALIFORNIA, HEREBY CERTIFY THAT I HAVE EXAMINED THE AMELED WAS DE I, M R PEARCE . CITY ENGINEER OF THE CITY OF SAN DIEGO CALLEGORIA, AS AMERICAD, AND OF ANY LOCAL DEDITANCE OF SAID CITY

THE PART ALTO H.R. PEARCE

EXAMINATION OF NAP AND CERTIFICATES THE MESON EPROVIDE THIS OF BUT OF BELOWER 

1971, APTER EXPENDED THIS 32 FOR OF DELECTRICE. CETT ATTOMEY JOHN W. MITT of redouk Closural EMIT T

Transmit places and or Theory in Budy

J. P. FOLLER CITY THE MENTER e. J. FEBLE CONSTITUTE OF A SHEETS AND DESCRIBED IN THE CAPTION THEREOF. CERTIFY THAT THEME ARE NO UNPAID BONGS ISSUED UNDER THE STREET ME, C. J. FRELEY, CITY TREASURER AND J. P. FONCES, STREET SUPER-SCHOOLSTON, ON ANY PART THENEOF AS SHOWN ON THE MINESED HAP INTERCENT, NOTH OF THE CITY OF SAN BIEGO, CALIFORNIA, NERESY PREMOVEMENT ACTS OF THE STATE OF CALLFORNIA, AGAINST THE TRACT OR " Jos W. Landle m. Day DEPUT DATES 9- 2 5- 71 D. Shuting

STREET SUPERIRIEDOENT

LANS

DATED 9/29/71

CORNECT. I MERCET APPROVE AND RECOPPEND SAFE NO.

ENTY; AND SUBJECT TO THE POLLOWING COMMITTIONS. THE ENCETTING OF MERETH ACCEPTED THE CONTINUES, USE OF THE SCHEACE OF SAID BEAL PROP-WE EXCITITION OF WE SHOW ON THIS MAP ALLIAN LIKE STRUCK ISLOW. AND EGRESS FOR THE CONSTRUCTION AND HAINTENANCE OF SCHOOL AND GRAIN-

TO LOTS 2454, 2455, AND 2466, ALL AS SHOWN ON THIS MAP WITHIN THIS SUBSTRICTION, TOOLINER WITH THE LASCHLATS WITH THE RECHT OF THEMESS 2503, AND 2504, AND TH AND TO SENCILLO COURT, ABJACENT AND CENTIFICION CORPORATION, ANY AND ALL ABSTITES' RIGHTS OF ACCESS IN AND TO SEM-AND HAS PECEFFED ON SENICE OF THE CETY OF SAN DIEGO. A MUNICIPAL SISTING OF A SHELTS AND DESCRIBED IN THE CAPTION THEOLOGY; AND HAS SAID CITY HAS APPROVED THIS MAP OF RESMANDE GREEKS UNIT NO. 23 COM-HEREN CENTER THAT, OF RESOLUTION NO. 201132, THE CHARTE OF

CILLO LANE, ADJACENT AND CONTIGUOUS TO LOTS 2499, 2500, 2501, 2502. SENCILLO COURT. ALL AS SHOWN ON THIS WAP WITHIN THIS SUBDIVISIONS ACCEPTED ON PERALT OF THE PUBLIC SENCILLO DRIVE, SERCILLO LANE, AND

BY ASS'T. C.P. Salvidan. DITED: 500+ 29, 1971

Delake . 1971.

EDWARD MILITSEN

:

Miller Hundring

THE CITY OF SAN DIEGO.

SIGLE OF PROMISETED UNITED WITTEN PERMISSION IS FIRST DEFINED FROM FACE COURT OR THE INSTALLATION OF PRITATELY-FRANCE FIFE LINES THE PLANTING ON SECURING OF THEES OR SHOURS; OR CHANGING THE SUR-BUILDINGS, MASONIT WALLS, MASONIT FENCES AND OTHER STRUCTURES! RESERVING, HOWEVER, TO THE OWNER OF THE TEE UNDERLING MY ENSURENCE

OF OUR OFFICES ASAINST THE TRACE OR SUPERVISION, OR ANY PART ASSESSMENTS ON BONDS HATCH HAT BE PAID IN FULL SHOWN BY THE BODES DIEGO, CALIFORNIA, NEREST CERTIFY PART THERE ARE NO WEARIS SPECIAL THE PER THEREOF. THEREOF, SHOWN ON THE AMMERED HAS AND RESCRIBED IN THE CAPTION DEPARTMENT OF SANITATION AND FLOOD CONTRIL OF THE CRITISY OF SAN ME, COUNTY TREASURER, COUNTY EMPIRIER, AND COUNTY DIRECTOR OF

C. J. HOUSON, DIRECTOR OF H. H. TATLOR D. J. DICKSON DEPARTMENT OF SANITATION COUNTY ENGINEER COUNTY TREASURER DEPUTY DATES 9/20/21 BT: New Market W. R. H. Kalmage Com 7:23:7/

OF CHAPTER 2. PART 2. DIVISION 4. OF THE MISSINGSS AND PROFESSIONS 1. PORTER D. CHIDWIS, CLERK OF THE BOWG OF SUPERVISORS, OF THE WITH RESMOING DEPOSITS FOR TAXES ON THE PROPERTY WITHIN THIS DOOR OF THE STATE OF CALIFORNIA, AS AMERICA, WAYE BEEN COMPLIED COUNTY OF SAN DIEGO, CALIFORNIA, HERERY CERTIFY THAT THE PROVISIONS PROPERTY OF

WIR PLOOD CONTROL .

CLUNK OF THE BOARD OF SHERVISORS POSTER D. CREAMOS Futerial Cresianis 12/5/701 CILM

CALTERMIA, HERET APPROVE THE KAPE REPLANTS SALENS WHIT HS 23 FOR THE SUBDIVISION SHOWN ON THE NAMEHO WAY CONSISTING OF A SHEETS AND DESCRIBED IN THE CAPTION THEREOF. I, MALLET F. BLOOM, COUNTY RECORDER OF THE COUNTY OF SAN DIEGO,

FILE NO. 240121 HAMLEY F. BLOOM m. Edwa Likest TENTER THE CHINO LINES

COUNTY PECONDER

HINLEY F. SLOOM

" Stationades

fcts: \$11.00

WE FILED AT THE REQUEST OF LEG H. BARROUR THIS LE DAY OF OCTOBER

1971, M/O: 54 0, COCK 4. W.

CALIFORNIA, MINERY CERTIFY THAT I HAVE ACCEPTED FOR RECOMMANDER THIS

E. HARLEY F. BLOOM, COUNTY RECORDER OF THE COUNTY OF SAN BIEGO.

THIS SUBDIVISION CONT. THIS SUBDIVISION CONT.

SOILS REPORT BY:

BY: STANLEY & GIZIENSKI R.E. 10352 DATE: AUGUST 27, 1949 WOODMARD CLYDE & ASSOCIATES

## LEGEND

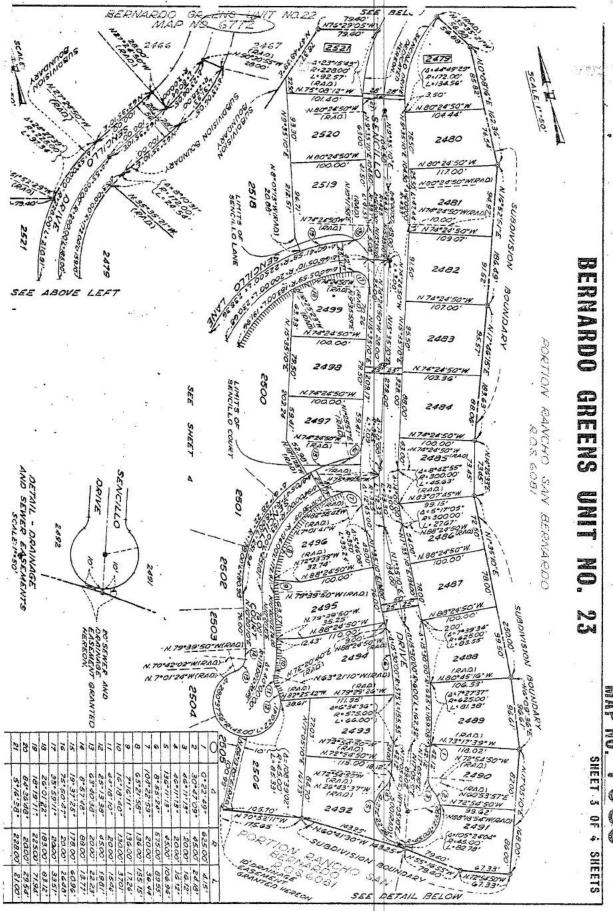
- · FOUND 2" PIPE 24" IN LENGTH WITH DISC STAMPED R.C.E. 8195 DER MAD NO. 6772.
- O SET 2" PIDE 24" IN LENGTH WITH DISC STAMPED R.C.E. 10284 INDICATES SET CONCRETE CONTROL MONUMENT WITH
- MESS INDICATES FIRST AND LAST LOT NUMBER ENGINEERS DISC PER DWG M-21, VOL 68-1. RESPECTIVELY.

MILLIAM ABUTTERS RIGHTS OF ACCESS RELINQUISHED HEREON.

MO 6772 I.M. N.27° E4'50"HI 128.00" A PORTION OF THE BOUNDARY LINE OF BASIS OF BEARINGS

VICINITY MAD

NO SCALE



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